

Exhibit 1-A

Draw Request No. 1 Cover Sheet Invoice

**Draw Request Gage Bros. Concrete
Products, Inc.**

Payment Application No. 1

Original Gage Bros. Concrete Products, Inc.

Parkside Payment Application No. 1

Parkside Payment Application No. 2

Parkside Payment Application No. 3

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMa

TO OWNER:

Parkside Place, LLC
 1405 1st Avenue N
 Fargo, ND 58102

PROJECT:

Watertown Mixed Use
 8 2nd St N
 Watertown, SD

CONSTRUCTION MANAGER-ADVISER EDITION

APPLICATION

PAGE ONE OF PAGES

Distribution to:

☐ OWNER
☐ CONSTRUCTION
 MANAGER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 6/30/20
 PROJECT NO: 29005
 JOB NO: 19-11121
 CONTRACT DATE: 04/26/20

FROM CONTRACTOR:

Gage Bros. Concrete Products, Inc.
 2810 North Bahnson Avenue
 Sioux Falls, SD 57104

VIA CONSTRUCTION MANAGER: Craig Development, LLC

VIA ARCHITECT: TL Stroh

BID PACKAGE NO. 3C/D - Precast Conc

Invoice #3003

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 789,000.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 789,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 789,000.00
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 789,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 789,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8. CURRENT PAYMENT DUE	\$ 300,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 489,000.00

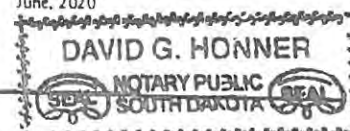
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: [Signature] Date: 06/26/2020

State of South Dakota County of Minnehaha
 Subscribed and sworn to before me this 26th day of June, 2020
 Notary Public: [Signature]
 My Commission expires: 10-31-2023



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the information comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER

By: _____ Date: _____

ARCHITECT

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER Parkside Place, LLC
 1405 1st Avenue North
 Fargo, ND 58102

PROJECT: Parkside Place
 Watertown, SD

APPLICATION NO: 1

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 11/30/2020

FROM CONTRACTOR:

VIA: Prevail, LLC
 100 East Kemp Ave
 Suite E
 Watertown, SD 58102

Gage Bros. Concrete Prod. Inc.
 2810 North Bahnson Avenue
 Sioux Falls, SD 57104

PROJECT NOS:
 JOB NO: 20-11284
 CONTRACT DATE: 8/31/2020

CONTRACT FOR: Concrete Products

Invoice #191527

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

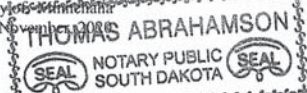
1. ORIGINAL CONTRACT SUM	\$	608,011.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	608,011.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	529,526.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	26,476.30
b. 5% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	26,476.30
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	503,049.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	503,049.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	104,961.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 11/24/2020
 State of: South Dakota County of: Minnehaha
 Subscribed and sworn to before me this 24th day of November, 2020
 Notary Public: [Signature]
 My Commission expires: 1/22/2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
 APPLICATION DATE: 11/24/20
 PERIOD TO: 11/30/20
 ARCHITECT'S PROJECT NO: 0
 JOB NO: 20-11284

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5.00%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	<u>12" CORE FLOOR</u>								
1	Materials including Sales Tax	\$138,651.00		\$138,651.00		\$138,651.00	100.00%		\$6,932.55
2	Freight	\$11,770.00		\$5,885.00		\$5,885.00	50.00%	\$5,885.00	\$294.25
	<u>12" HEAVY CORE FLOOR</u>								
3	Materials including Sales Tax	\$26,070.00		\$26,070.00		\$26,070.00	100.00%		\$1,303.50
4	Freight	\$3,745.00		\$1,872.50		\$1,872.50	50.00%	\$1,872.50	\$93.63
	<u>SMOOTH GREY PANELS</u>								
5	Materials including Sales Tax	\$171,197.00		\$171,197.00		\$171,197.00	100.00%		\$8,559.85
6	Freight	\$16,050.00		\$8,025.00		\$8,025.00	50.00%	\$8,025.00	\$401.25
	<u>BEAMS</u>								
7	Materials including Sales Tax	\$77,663.00		\$77,663.00		\$77,663.00	100.00%		\$3,883.15
8	Freight	\$5,350.00		\$2,675.00		\$2,675.00	50.00%	\$2,675.00	\$133.75
	<u>COLUMNS</u>								
9	Materials including Sales Tax	\$37,460.00		\$37,460.00		\$37,460.00	100.00%		\$1,873.00
10	Freight	\$1,605.00		\$802.50		\$802.50	50.00%	\$802.50	\$40.13
11	Hired Erection	\$118,450.00		\$59,225.00		\$59,225.00	50.00%	\$59,225.00	\$2,961.25
	GRAND TOTALS	\$608,011.00	\$0.00	\$529,526.00	\$0.00	\$529,526.00	87.09%	\$78,485.00	\$26,476.30

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER Parkside Place, LLC
 1405 1st Avenue North
 Fargo, ND 58102

PROJECT: Parkside Place
 Watertown, SD

APPLICATION NO: 2

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:

Gage Bros. Concrete Prod. Inc.
 2810 North Bahnson Avenue
 Sioux Falls, SD 57104

VIA: Prevail, LLC
 100 East Kemp Ave
 Suite E
 Watertown, SD 58102

PERIOD TO: 12/31/2020

PROJECT NOS:
 JOB NO: 20-11284
 CONTRACT DATE: 8/31/2020

CONTRACT FOR: Concrete Products

Invoice #191563

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	608,011.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	608,011.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	608,011.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	30,400.55
b. 5% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	30,400.55
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	577,610.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	503,049.70
8. CURRENT PAYMENT DUE	\$	74,560.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	30,400.55

CONTRACTOR:

By: Thomas A. Brahamson Date: 12/18/2020
 State of: South Dakota County of: Minnehaha
 Subscribed and sworn to before me this 18th day of December, 2020
 Notary Public: Thomas A. Brahamson
 My Commission expires: 1/22/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER Parkside Place, LLC
 1405 1st Avenue North
 Fargo, ND 58102

PROJECT: Parkside Place
 Watertown, SD

APPLICATION NO: 3-Retainage

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:

Gage Bros. Concrete Prod. Inc.
 2810 North Bahnson Avenue
 Sioux Falls, SD 57104

VIA: Prevail, LLC
 100 East Kemp Ave
 Suite E
 Watertown, SD 58102

PERIOD TO: 12/31/2020

PROJECT NOS:
 JOB NO: 20-11284
 CONTRACT DATE: 8/31/2020

CONTRACT FOR: Concrete Products

Invoice #191564RET

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

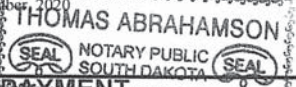
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	608,011.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	608,011.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	608,011.00
5. RETAINAGE:		
a. 0% of Completed Work (Column D + E on G703)	\$	0.00
b. 0% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	608,011.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	577,610.45
8. CURRENT PAYMENT DUE	\$	30,400.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CONTRACTOR:

By: Thomas Abrahamson Date: 12/18/2020

State of: South Dakota County of: Minnehaha
 Subscribed and sworn to before me this 18th day of December, 2020
 Notary Public: Thomas Abrahamson
 My Commission expires: 1/22/2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Exhibit 1-B

Draw Request No. 1 Cover Sheet Invoice

**Draw Request T.L. Stroh Architects, Ltd.
Invoice dated June 3, 2020**

**Original T.L. Stroh Architects, Ltd.
Invoice dated June 3, 2020**

To Parkside Place, LLC

Thank you for your business!

RRSB Parkside 02051



701.239.4198
701.239.9643

8 Seventh Street N Fargo, ND 58102

tlsu.oh.com



June 3, 2020

Craig Holdings
PO Box 426
Fargo, ND 58107

***Re: Watertown Parkside
Arch/Eng Services***

<i>Fixed Fee</i>	\$229,700.00
<i>82% completed to date</i>	\$189,000.00
<i>Less amount billed to date</i>	<u>\$0.00</u>
Total Amount Due	\$189,000.00

Please pay upon receipt.

Thank you.



701.239.4198
701.239.9643

8 Seventh Street N Fargo, ND 58102



June 3, 2020

Craig Holdings
PO Box 426
Fargo, ND 58107

***Re: Watertown Parkside
Arch/Eng Services***

<i>Fixed Fee</i>	\$167,000.00
<i>25% completed to date</i>	\$41,750.00
<i>Less amount billed to date</i>	<u>\$0.00</u>
Total Amount Due	\$41,750.00

nd 10/16/20

Please pay upon receipt.

Thank you.

Exhibit 2-A

Draw Request No. 2 Cover Sheet Invoice

**Draw Request Limoges Construction, Inc.
Invoice No. 7672**

**Original Limoges Construction, Inc.
Lofts Invoice No. 7672**

Date	Invoice #
6/24/ 2020	7672

Bill To
Parkside Place 1405 1 st Ave N Fargo, ND 5810 2

Vendor No.

RRSB Parkside 02080

Sioux Falls, SD 57107

Date	Invoice #
7/24/2020	7672

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

RRSB-Limoges SD Subpoena 0425

Exhibit 3-A

Draw Request No. 3 Cover Sheet Invoice

**Draw Request Limoges Construction, Inc.
Invoice No. 7687**

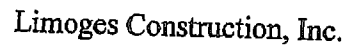
**Original Limoges Construction, Inc.
Lofts Invoice No. 7687**

To Parkside Place, LLC

Thank you for your business!

RRSB Parkside 02082

RRSB Parkside 02084



Invoice

Date	Invoice #
8/25/2020	7687

		Vendor No.
Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030
Description	Amount	
Footings/Foundation	3,800.00	
	9,000.00	
	1,800.00	
	-437.00	
	-1,416.30	
Sales Tax (0.0%)		\$0.00
Total		\$12,746.70
Payments/Credits		\$0.00
Balance Due		\$12,746.70

Exhibit 3-B

Draw Request No. 3 Cover Sheet Invoice

**Draw Request Innovative Wall Designs, Inc.
Invoice No. 1041 dated 06/30/2020**

**Draw Request No. 1 Cover Sheet Invoice
Draw Request No. 1 Innovative Wall
Designs, Inc. Invoice No. 1041 dated
06/30/2020**

RRSB Parkside 02082

Innovative Wall Design, Inc

302 N Perry Ln
Harrisburg, SD 57032 US
Cale.setness@gmail.com

INVOICE

BILL TO
Parkside Place
1405 1st Ave N.
Fargo, ND 58102

INVOICE 1041
DATE 06/30/2020
TERMS Net 30
DUE DATE 07/30/2020

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Masonry	Complete block system on main level garage	0.4729921	95,139.00	93,135.00

e

The charges reflected include the price of goods as well as percentage done for example 75% of charge indicates the 60% cost and 15% complete to

BALANCE DUE

\$93,135.00

To Parkside Place, LLC

Thank you for your business!

RRSB Parkside 02051

Innovative Wall Design, Inc

302 N Peny Ln
Harrisburg, SO 57032 US
cale.setness@gmail.com

INVOICE

BILL TO
Parkside Place
1405 1st Ave N.
Fargo, ND 58102

INVOICE 1041
DATE 06/30/2020
TERMS Net 30
DUE DATE 07/31/2020

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Masonry	Full Block system to be applied on main level garage	0.4729921	95,139.00	55,000 .00

The charges reflected include the price of goods as well as percentage done for example 75% of service indicates the 60% cost and 15% complete

BALANCE DUE \$55,000.00

Exhibit 4-A

Draw Request No. 4 Cover Sheet Invoice

**Draw Request Limoges Construction, Inc.
Invoice No. 7687 dated 8/25/2020**

**Original Limoges Construction, Inc.
Lofts Invoice No. 7687 dated 8/25/2020**

Invoice 004

Craig Development, LLC
Box 426, Fargo, ND 58107

10-18-20

To Parkside Place, LLC

Quantity	Description	Unit Price	Total
1	WDC (interest)		4,529.08
1	Craig Development		4,490.76
1	Innovative Wall Systems		27,258.75
1	Craig Development (permit)		10,690.50
1	Schumacher Elevator Company		31,775.75
1	Craig Development (Midco)		3,589.48
1	LCI		12,746.70
1	RL Drywall		46,050.00
1	Brian's Glass		12,500.00
1	LCI		147,352.50
Subtotal			300,983.52
Sales Tax			
Shipping & Handling			
Total Due By 10.262020			300,983.52

Thank you for your business!

Tel: 701-232-1355

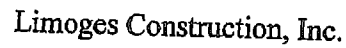
Email: jcraig@craigprop.com

RRSB Parkside 02085

Sioux Falls, SD 57107

Date	Invoice #
8/25/2020	7687

RRSB Parkside 02097



Invoice

Date	Invoice #
8/25/2020	7687

		Vendor No.
Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030
Description	Amount	
Footings/Foundation	3,800.00	
	9,000.00	
	1,800.00	
	-437.00	
	-1,416.30	
Sales Tax (0.0%)		\$0.00
Total		\$12,746.70
Payments/Credits		\$0.00
Balance Due		\$12,746.70

Exhibit 4-B

Draw Request No. 4 Cover Sheet Invoice

**Draw Request R.L. Drywall and Insulation,
Inc. Invoice No. 7845-3**

**Original R.L. Drywall and Insulation, Inc.
Lofts Invoice No. 7845-3**

Invoice 004

Craig Development, LLC
Box 426, Fargo, ND 58107

10-18-20

To Parkside Place, LLC

Quantity	Description	Unit Price	Total
1	WDC (interest)		4,529.08
1	Craig Development		4,490.76
1	Innovative Wall Systems		27,258.75
1	Craig Development (permit)		10,690.50
1	Schumacher Elevator Company		31,775.75
1	Craig Development (Midco)		3,589.48
1	LCI		12,746.70
1	RL Drywall		46,050.00
1	Brian's Glass		12,500.00
1	LCI		147,352.50
Subtotal			300,983.52
Sales Tax			
Shipping & Handling			
Total Due By 10.262020			300,983.52

Thank you for your business!

Tel: 701-232-1355

Email: jcraig@craigprop.com

RRSB Parkside 02085

R.L. Drywall and Insulation, Inc.

520 S. Valley View Road
 Sioux Falls, SD 57106

INVOICE

Invoice Number: 7845-3

Invoice Date: Sep 28, 2020

Page: 1

Voice: 605-274-7008

Fax: 605-274-0088

Bill To:
Heilman Homes 507 11th St SE Ste 2 Watertown, SD 57201

Ship to:
PA 11/29/20 34925

Customer ID	Customer PO	Payment Terms	
HEIL	10 N BROADWAY/WATERTOWN	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			10/28/20

Quantity	Item	Description	Unit Price	Amount
		DRYWALL AS PER BID \$230100.00		46,050.00
		FRAMING MATERIAL & LABOR AS PER		
		QUOTE 2/7/20 \$5950.00		
	Total	\$236050.00		
		DRAW 5/26/20 -\$103000.00		
		DRAW 7/3/20 -\$87000.00		
		BALANCE DUE \$46050.00		
Subtotal				46,050.00
Sales Tax				
Total Invoice Amount				46,050.00
Payment/Credit Applied				
TOTAL				46,050.00

Check/Credit Memo No:

Exhibit 5-A

Draw Request No. 5 Cover Sheet Invoice

**Draw Request Infrastructure Design Group,
Inc. Invoices No. 10225 and 20398**

**Original Infrastructure Design Group, Inc.
Agreement for Professional Services for the
Parkside Project dated 06/23/2020
Lofts Invoices No. 10225 and 20398**

To Parkside Place, LLC

Thank you for your business!

RRSB Parkside 02099



Infrastructure Design Group, Inc.

3241 E. Bison Trail
Sioux Falls, SD 57108
605-271-5527

Craig Properties
1405 1st Ave N
Fargo, ND 58102

Invoice number 10225
Date 11/17/2019

Project **19120 - Craig Properties Downtown Dev**

For Professional Services Through 11/18/2019

19120 - Craig Properties Downtown Dev Sur Professional Services

Professional Fees

Krista A. May
Vanessa L. Victor

Hours	Rate	Amount
32.50	145.00	4,712.50
3.00	165.00	495.00

Invoice subtotal	5,207.50
Taxable Sales	338.49
Invoice total	5,545.99

Thank you for your business.

For billing questions, please contact Becky Schuurmans at BeckyS@InfrastructureDG.com or 605-271-5527.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **[Craig Development, LLC]** (Owner) and **[Infrastructure Design Group, Inc.]** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **[Parkside Place Development and Site Improvements]** (Project). Engineer's services under this Agreement (Services) are generally identified as **[See Attachment A]**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, Attachment A, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: []. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **[10%]**.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are available upon request.
 - c. The total compensation for Services and reimbursement of expenses is estimated to be **[\$[20,630.00]]**.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services.

5.01 Termination

- A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$10,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Attachment A – Scope of Services

This Agreement's Effective Date is **[June 23, 2020]**.

Owner:

Craig Development, LLC

(name of organization)

By:

(authorized individual's signature)

Date:

6-23-20

(date signed)

Name:

Jesse Cuy

(typed or printed)

Title:

President

(typed or printed)

Address for giving notices:

Box 426

Fargo, ND 58107

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Engineer:

Infrastructure Design Group, Inc.

(name of organization)

By:

(authorized individual's signature)

Date:

June 23, 2020

(date signed)

Name:

Chad Hanisch

(typed or printed)

Title:

President

(typed or printed)

Address for giving notices:

20 S. Maple Street

Watertown, SD 57201

Designated Representative:

Name:

Vanessa Victor

(typed or printed)

Title:

Watertown Office Manager

(typed or printed)

Address:

20 S. Maple Street

Watertown, SD 57201

Phone:

605-271-5527

Email:

VanessaV@InfrastructureDG.com

Infrastructure Design Group, Inc.
 1111 N. Lake Avenue
 Sioux Falls, SD 57104
 605-271-5527

Craig Properties
 Fargo, ND 58102

Invoice number 10225
 Date 11/17/2019

Project 19120 - CRAIG PROPERTIES
 DOWNTOWN DEV SUR

For Professional Services Through 11/18/2019

Professional Fees

	Date	Hours	Rate	Billed Amount
Professional Engineer II				
Krista A. May				
	08/05/2019	4.00	145.00	580.00
	08/06/2019	4.00	145.00	580.00
	08/07/2019	4.00	145.00	580.00
	08/08/2019	3.00	145.00	435.00
	08/09/2019	4.00	145.00	580.00
	08/12/2019	0.50	145.00	72.50
	08/16/2019	1.00	145.00	145.00
	08/22/2019	2.00	145.00	290.00
	08/28/2019	3.00	145.00	435.00
	08/29/2019	3.00	145.00	435.00
	09/13/2019	4.00	145.00	580.00
	Subtotal	32.50		4,712.50
Project Manager				
Vanessa L. Victor				
	09/30/2019	1.00	165.00	165.00
	10/04/2019	1.00	165.00	165.00
	10/07/2019	1.00	165.00	165.00
	Subtotal	3.00		495.00
Professional Fees subtotal		35.50		5,207.50
Invoice subtotal				5,207.50
Taxable Sales				338.49
Invoice total				5,545.99

Approved by:

Rebecca J. Schuurmans
 Office Manager

Craig Properties

Invoice number 10225

Invoice date 11/17/2019

Thank you for your business.

For billing questions, please contact Becky Schuurmans at BeckyS@InfrastructureDG.com or 605-271-5527.



Infrastructure Design Group, Inc.
3241 E. Bison Trail
Sioux Falls, SD 57108
605-271-5527

Craig Properties
1405 1st Ave N
Fargo, ND 58102

Invoice number 20398
Date 11/02/2020

Project 19120 - CRAIG PROPERTIES
DOWNTOWN DEV SUR

For Professional Services Through 11/05/2020

Description	Current Billed
19120.02 - Construction Staking The Lofts	2,299.20
Total	2,299.20

Invoice subtotal	2,299.20
Taxable Sales	149.45
Invoice total	2,448.65

*Thank you for your business.
For billing questions, please contact Becky Schuurmans at BeckyS@InfrastructureDG.com or 605-271-5527.*

Exhibit 5-B

Draw Request No. 5 Cover Sheet Invoice

**Draw Request Watertight, Inc.
Payment Application No. 1 dated 10-21-20**

**Original Watertight, Inc.
Payment Application No. 1 dated 10-21-20**

Invoice 005

Craig Development, LLC
Box 426, Fargo, ND 58107

11-1-20

To Parkside Place, LLC

Quantity	Description	Unit Price	Total
1	Boldt Construction		56,122.56
1	Craig Development		105,000.00
1	Innovative Wall Systems		166,980.87
1	Infrastructure		37,847.95
1	Schumacher Elevator Company		27,900.00
1	WMU		1,934.10
1	Clausen Construction		44,867.50
1	Watertight		74,500.00
1	CP Business		6,000.00
1	Baete-Forseth		15,210.00
1	George's Sanitation		980.95
1	Geotek		9,476.37
1	Dakota Portable Toilets		183.18
1	Kloos Electric		37,125.00
1	WDC		4,529.08
	Subtotal		588,657.56
	Excise Tax		11,773.15
	Shipping & Handling		
	Total Due By 11.10.2020		600,430.71

Thank you for your business!

Tel: 701-232-1355

Email: jcraig@craigprop.com

RRSB Parkside 02099

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMa

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

TO OWNER:

Parkside Place LLC
1405 1st Ave N
Fargo, ND 58102

PROJECT:

Watertown Mixed Use
2nd St North
Watertown, South
Dakota

APPLICATION NO: 1

Distribution to:

☐ OWNER
☐ CONSTRUCTION
MANAGER
☐ ARCHITECT
☒ CONTRACTOR

FROM CONTRACTOR:

Water tight
18273 464th Ave.
Castlewash, SD 57223
BID PACKAGE NO.

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

Prevail
TL Stroh

PERIOD TO:

PROJECT NO: 19030

CONTRACT DATE: 3/2/20

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 ± 2)
4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703)

\$ 250,000.00
\$ 0.00
\$ 250,000.00
\$ 250,000.00

5. RETAINAGE:

- a. % of Completed Work
(Column D + E on G703)
 - b. % of Stored Material
(Column F on G703)
- Total Retainage (Lines 5a + 5b or
Total in Column I of G703)

\$ 0.00
\$ 0.00

6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)

\$ 0.00
\$ 0.00

7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)

\$ 0.00
\$ 74,500.00

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$ 175,500.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date: 10-21-20

State of:

County of:

Subscribed and sworn to before me this

day of

Notary Public:

My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By:

Date:

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G702/CMa

PAGE ONE OF PAGES

TO OWNER:

The Lofts LLC
 1405 1st Ave N
 Fargo, ND 58102

PROJECT:

Watertown Mixed Use
 10 North Broadway Street
 Watertown, South Dakota

APPLICATION NO:

3

Distribution to:

☐ OWNER
☐ CONSTRUCTION
 MANAGER
☐ ARCHITECT
☒ CONTRACTOR

PERIOD TO:

PROJECT NO: 19030

CONTRACT DATE: 3/2/20

FROM CONTRACTOR:

VIA CONSTRUCTION MANAGER:
 VIA ARCHITECT:

Heilman Homes, Inc.
 Mutchler Bartram Architects, P.C.

BID PACKAGE NO.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 10-21-20

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1. ORIGINAL CONTRACT SUM	\$ 250,000.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 250,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 250,000.00
5. RETAINAGE:	
a. % of Completed Work	\$ 0.00
(Column D + E on G703)	
b. % of Stored Material	\$ 0.00
(Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 175,500.00
8. CURRENT PAYMENT DUE	\$ 74,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

Exhibit 5-C

Draw Request No. 5 Cover Sheet Invoice

**Draw Request Baete-Forseth, HVAC, LLC
Payment Application No. 1 dated 11/16/2020**

**Original Baete-Forseth, HVAC, LLC
Payment Application No. 1 dated 11/16/2020
Lofts Payment Application No. 7 dated
8/12/2020**

Parkside Customer Activity Details Report

To Parkside Place, LLC

Thank you for your business!

RRSB Parkside 02099

Application and Certificate For Payment

Page 1

To Owner: Parkside Place LLC 1405 1st Ave N Fargo, ND 58102	Project: Parkside Place Watertown Watertown, SD 0	Application No: 1 Period To: Architect's Project No: Contract Date:	Date: 11/16/2020
From (Contractor): Baete-Forseth HVAC LLC 4700 North Northview Ave PO Box 84008 Sioux Falls, SD 57118	Contractor Job Number: 19360 Via (Architect):		
Phone: 605 336-0545	Contract For: Contract Number 19030		

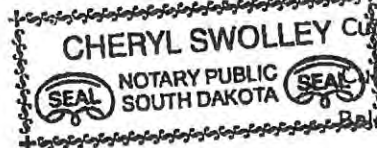
Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
	Number	Date Approved
Change orders approved this month		
Totals		
Net change by change orders		

Original contract sum	101,400.00
Net change by change orders	0.00
Contract sum to date	101,400.00
Total completed and stored to date	101,400.00
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	101,400.00
Less previous certificates of payment	86,190.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:
By: Michele Black Date: 11-12-2020
State of: South Dakota County of: Minnehaha
Subscribed and sworn to before me this 12 day of August
2020 (year). Notary public: Cheryl Swolley
My commission expires 9-5-2024



0.000% of taxable amount	15,210.00
No Excise & Watertown Use	
Current sales tax	0.00
Current payment due	15,210.00
Balance to finish, including retainage	0.00

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RRSB Parkside 02119

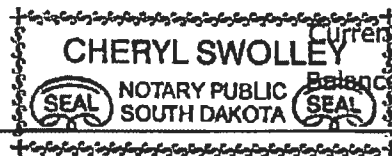
To Owner:	Parkside Place LLC 1405 1st Ave N Fargo, ND 58102	Project:	Parkside Place Watertown Watertown, SD 0	Application No:	1	Date:	11/16/2020
From (Contractor):	Baete-Forseth HVAC LLC 4700 North Northview Ave PO Box 84008 Sioux Falls, SD 57118	Contractor Job Number:	20354	Period To:	11/30/20	Architect's Project No:	
Phone:	605 336-0545	Via (Architect):		Contract Date:			
		Contract For:					

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
	Number	Date Approved
Change orders approved this month		
Totals		
Net change by change orders		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By: Mitchell Black Date: 11-16-2020State of: South Dakota County of: MinnehahaSubscribed and sworn to before me this 16 day of November2020 (year). Notary public: Cheryl SwolleyMy commission expires 9-5-2021

Original contract sum	88,200.00
Net change by change orders	0.00
Contract sum to date	88,200.00
Total completed and stored to date	2,500.00
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	2,500.00
Less previous certificates of payment	0.00
0.000% of taxable amount	2,500.00
No Excise & Watertown Use	
Current sales tax	0.00
Current payment due	2,500.00
Balance to finish, including retainage	85,700.00

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

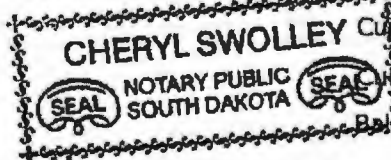
To Owner: The Lofts, LLC 1405 1st Ave N Fargo, ND 58102 From (Contractor): Baete-Forseth HVAC LLC 4700 North Northview Ave PO Box 84008 Sioux Falls, SD 57118 Phone: 605 336-0545	Project: Watertown Mixed Use 10 N. Broadway St. Watertown, SD 57201 Contractor Job Number: 19360 Via (Architect): Contract For: Contract Number 19030	Application No: 7 Date: 08/12/2020 Period To: 08/31/20 Architect's Project No: Contract Date:
---	--	--

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
<div> <div>Number</div> <div>Date Approved</div> </div>		
Change orders approved this month		
Totals		
Net change by change orders		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By: Michele Black Date: 8-12-2020State of: South Dakota county of: MinnehahaSubscribed and sworn to before me this 12 day of August 2020 (year). Notary public: Cheryl SwolleyMy commission expires 9-5-2024

Original contract sum	101,400.00
Net change by change orders	0.00
Contract sum to date	101,400.00
Total completed and stored to date	101,400.00
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	101,400.00
Less previous certificates of payment	86,190.00

0.000% of taxable amount	15,210.00
No Excise & Watertown Use	
Current sales tax	0.00
Current payment due	15,210.00
Balance to finish, including retainage	0.00

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Report Selection Criteria

Customer Code: 20642	Include Open Items? Yes	Include Notes? Yes	Beginning Date: Inception
Invoice Number: ALL	Include History? Yes	Include Analysis? Yes	Ending Date: 11/30/23
Job: 20354		Display Open Items With Zero Balances? No	
Cost Group: ALL	Sort Invoices By: Newest To Oldest	Include Invoice-specific Notes? No	

Baete-Forseth HVAC LLC

Customer Activity Details Report

Customer: 20642 Parkside Place LLC

Address: 1405 1st Ave N
Fargo, ND 58102

Primary contact:

Phone: (701) 232-1355

Last Bill Date: 07/13/21

Last Pay Date: 09/17/21

Balance:

Retention:

Current Due:

0.00

Email:

Payment History

Invoice Number	Type	Date	Check Number	Date	Payment Number	grp1Remarks	Amount	Days to Pay
20354*08	I	07/13/21	38516	09/17/21	001	FROM DRAW REQUEST BILLING ENTRY	560.00	66
20354*07	I	06/15/21	38362	09/01/21	001	FROM DRAW REQUEST BILLING ENTRY	2,225.00	78
20354*06	I	05/11/21	38174	06/25/21	001	FROM DRAW REQUEST BILLING ENTRY	2,785.00	45
20354*05	I	04/14/21	38009	06/02/21	001	FROM DRAW REQUEST BILLING ENTRY	11,140.00	49
20354*04	I	03/15/21	37875	04/28/21	001	FROM DRAW REQUEST BILLING ENTRY	28,850.00	44
20354*03	I	02/15/21	37675	03/19/21	001	FROM DRAW REQUEST BILLING ENTRY	21,691.08	32
20354*02	I	12/14/20	37675	03/19/21	001	FROM DRAW REQUEST BILLING ENTRY	14,448.92	95
20354*01	I	11/16/20	38174	06/25/21	001	FROM DRAW REQUEST BILLING ENTRY	2,500.00	221
Total Payments:							84,200.00	

Aging

Current:

1 - 30:

31 - 60:

61 - 90:

91+:

Retention:

Total:

Average Number Days To Pay: 98

Exhibit 10-A

Draw Request No. 10 Cover Sheet Invoice

**Draw Request Codington County Treasurer
Real Estate Tax Notice No. 2020-11650**

Invoice 010

Craig Development, LLC
Box 426, Fargo, ND 58107

4-30-21

To Parkside Place, LLC

Quantity	Description	Unit Price	Total
1	Craig Development (reimb)		3,460.87
1	Craig Development (awning)		8,047.70
1	Coddington County		5,280.76
1	Watertight		91,800.00
1	Kloos		81,000.00
1	Baete-Forserth		11,140.00
1	Schumacher Elevator		40,727.00
1	Dakota Portable Toilets		175.73
1	Cashway		26,457.71
1	WDC		4,529.08
1	Diamond Vogel		10,319.75
1	Craig Development (GC fee)		10,000.00
1	Innovative Wall		90,806.50
1	Xtreme Fire		3,029.40
1	Hebron		16,422.12
1	Craig Development (Developer Fee)		10,000.00
1	Carson Burghardt		22,219.45
1	Limoges		9,000.00
1	LL and Sons		29,898.01
1	RL Drywall		130,000.00
1	SIP		3,023.10
	Subtotal		607,337.18
	Excise Tax		12,146.36
Due by 5.10.2021	Total		619,483.54

Tel: 701-232-1355

Email: jcraig@craigprop.com

RRSB Parkside 02221

CODINGTON COUNTY TREASURER

Official Real Estate Tax Notice
14 FIRST AVENUE S.E. * WATERTOWN, SD 57201
(605) 882-6285

2020 - 11650

2020 TAXES DUE AND PAYABLE IN 2021

Legal:

Sch: 14-4 S/T/R: 19 1

Acres/Lots: .00

Record#: 9352

WATERTOWN CITY ORIGINAL PLAT

W85' LOTS 19-22 BLK 1

315 E KEMP

ORIGINAL PLAT

Taxes In
Name Of

CRAIG HOLDINGS LLC
1405 1 AVE N
FARGO ND 58102

First Half	2,640.38
Second Half	2,640.38
TOTAL	5,280.76

Taxes Totalling \$50.00 or less must be paid in full by April 30th.
Please see reverse side for important information.

TAXING DISTRICT	ASSESSED VALUE	TAXABLE VALUE	TAX PER \$1,000	TOTAL
COUNTY TAX	333,745	314,387	3.095	973.03
WATERTOWN SCHOOL Non-Ag	333,745	314,387	11.247	3,535.91
WATERTOWN CITY	333,745	314,387	2.432	764.59
EAST DAKOTA WATER	333,745	314,387	0.023	7.23

NA: 5280.76

TOTAL: 5,280.76

* Indicates a local decision to opt out of the Tax Freeze. If the local vote to increase taxes had not passed, your taxes would not have included the items marked with an asterisk (*).

Please detach stubs and return with your payment

Please detach stubs and return with your payment

-FIRST PAYMENT-

CODINGTON
Record #
9352

CRAIG HOLDINGS LLC

TAX BILL NO.	AMOUNT DUE
2020 - 11650	2,640.38
DELINQUENT AFTER APRIL 30th	



-SECOND PAYMENT-

CODINGTON
Record #
9352

CRAIG HOLDINGS LLC

TAX BILL NO.	AMOUNT DUE
2020 - 11650	2,640.38
DELINQUENT AFTER OCTOBER 31st	



RRSB Parkside 02224

Exhibit 11-A

Draw Request No. 11 Cover Sheet Invoice

**Draw Request R.L. Drywall and Insulation,
Inc. Invoice No. 8447 - submitted in Draw
Request No. 10**

Draw Request No. 10 Cover Sheet Invoice

**Original R.L. Drywall and Insulation, Inc.
Parkside Project Invoices Nos. 8447 and
8447-2**

Invoice 011

Craig Development, LLC
Box 426, Fargo, ND 58107

5/30/2021 To: Parkside Place, LLC

Quantity	Description	Unit Price	Total
1	Swanston	\$	3,842.50
1	Fabricators Unlimited	\$	6,706.54
1	Lockshop	\$	3,503.02
1	Circle C	\$	15,962.00
1	WMU	\$	1,020.79
1	Baete-Forseth	\$	5,285.00
1	Schumacher Elevator	\$	21,700.25
1	Dakota Portable Toilets	\$	175.73
1	Cashway	\$	113,380.59
1	WDC	\$	4,529.08
1			
1	Don Johnson Const	\$	29,325.00
1			
1	Circle C	\$	15,632.00
1	Dugens	\$	59,982.93
1	Geotek	\$	1,041.04
1			
1	Geroges Sanitation	\$	5,609.95
1	Craig Development (reimb Menards)	\$	9,450.00
1	RL Drywall	\$	130,000.00
1	Macksteel	\$	1,136.10
1	SIP (reim Knox)	\$	459.00
	Subtotal	\$	428,741.52
	Excise Tax	\$	8,574.83
	Shipping & Handling		
Total Due By 6/9/2021		\$	437,316.35

Thank you for your business!

Invoice 010

Craig Development, LLC
Box 426, Fargo, ND 58107

4-30-21

To Parkside Place, LLC

Quantity	Description	Unit Price	Total
1	Craig Development (reimb)		3,460.87
1	Craig Development (awning)		8,047.70
1	Coddington County		5,280.76
1	Watertight		91,800.00
1	Kloos		81,000.00
1	Baete-Forserth		11,140.00
1	Schumacher Elevator		40,727.00
1	Dakota Portable Toilets		175.73
1	Cashway		26,457.71
1	WDC		4,529.08
1	Diamond Vogel		10,319.75
1	Craig Development (GC fee)		10,000.00
1	Innovative Wall		90,806.50
1	Xtreme Fire		3,029.40
1	Hebron		16,422.12
1	Craig Development (Developer Fee)		10,000.00
1	Carson Burghardt		22,219.45
1	Limoges		9,000.00
1	LL and Sons		29,898.01
1	RL Drywall		130,000.00
1	SIP		3,023.10
	Subtotal		607,337.18
	Excise Tax		12,146.36
Due by 5.10.2021	Total		619,483.54

Tel: 701-232-1355

Email: jcraig@craigprop.com

RRSB Parkside 02221

R.L. Drywall and Insulation, Inc.

520 S. Valley View Road
Sioux Falls, SD 57106

Voice: 605-274-7008

Fax: 605-274-0088

INVOICE

Invoice Number: 8447

Invoice Date: Apr 15, 2021

Page: 1

Bill To:

Parkside Place, LLC
1405 1st Ave
North Fargo, ND 58102

Ship to:

Customer ID	Customer PO	Payment Terms	
PARKPL	8 2nd St NE / Watertown	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		5/15/21

Quantity	Item	Description	Unit Price	Amount
		1ST DRAW DRYWALL		130,000.00
Subtotal				130,000.00
Sales Tax				
Total Invoice Amount				130,000.00
Payment/Credit Applied				
TOTAL				130,000.00

Check/Credit Memo No:

R.L. Drywall and Insulation, Inc.
520 S. Valley View Road
Sioux Falls, SD 57106

INVOICE

Invoice Number: 8447
Invoice Date: Apr 15, 2021
Page: 1

Voice: 605-274-7008
Fax: 605-274-0088

Bill To:
Parkside Place, LLC 1405 1st Ave North Fargo, ND 58102

Ship to:
Pd 6/3/21 # 38022

Customer ID	Customer PO	Payment Terms	
PARKPL	8 2nd St NE / Watertown	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		5/15/21

Quantity	Item	Description	Unit Price	Amount
		1ST DRAW DRYWALL		130,000.00
Subtotal				130,000.00
Sales Tax				
Total Invoice Amount				130,000.00
Payment/Credit Applied				
TOTAL				130,000.00

Check/Credit Memo No:

R.L. Drywall and Insulation, Inc.
520 S. Valley View Road
Sioux Falls, SD 57106

INVOICE

Invoice Number: 8447-2
Invoice Date: Jun 8, 2021
Page: 1

Voice: 605-274-7008
Fax: 605-274-0088

Bill To:
Parkside Place, LLC 1405 1st Ave North Fargo, ND 58102

Ship to:
PA 9/23/21 38524

Customer ID	Customer PO	Payment Terms	
PARKPL	8 2ND ST NEWATERTOWN	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			7/8/21

Quantity	Item	Description	Unit Price	Amount
		DRYWALL AS PER BID \$228000.00		98,000.00
		1ST DRAW 4/12/21 -\$130000.00		
		BALANCE DUE \$98000.00		
Subtotal				98,000.00
Sales Tax				
Total Invoice Amount				98,000.00
Payment/Credit Applied				
TOTAL				98,000.00

Check/Credit Memo No:

Exhibit 12-A

Draw Request No. 12 Cover Sheet Invoice

**Draw Request Infrastructure Design Group,
Inc.**

Invoice No. 21002

**Original Infrastructure Design Group, Inc.
Lofts Invoice No. 21002**

Invoice 012

Craig Development, LLC
Box 426, Fargo, ND 58107

6/30/2021 To: Parkside Place, LLC

Quantity	Description	Unit Price	Total
1	Diamond Vogel	\$	4,754.45
1	Stan Houston	\$	1,024.36
1	Infrastructure	\$	266.25
1	Fabricators Unlimited	\$	3,353.00
1	Dakota Portable Toilets	\$	175.73
1	Baete-Forseth	\$	2,225.00
1	Dugans	\$	66,859.69
1	Hebron	\$	5,096.52
1	Cashway	\$	12,362.10
1	Schumacher	\$	5,000.00
1	Seppanen Contracting	\$	61,125.40
1	Watertight	\$	59,670.00
1	Burghardt Construction	\$	11,888.56
1	Limoges	\$	72,061.20
1	T & J Parking Lot Maint	\$	1,588.19
1	B & W Construction	\$	5,532.30
1	Innovative Wall	\$	154,629.27
1	Geroges Sanitation		
1	Craig Development (reimb)	\$	6,380.95
1	RL Drywall		
1	LL & Sons	\$	35,512.31
1	Lockshop	\$	3,746.53
	Subtotal	\$	513,251.81
	Excise Tax	\$	10,265.04
	Shipping & Handling		
	Total Due By 7/10/2021	\$	523,516.85

Thank you for your business!



Infrastructure Design Group, Inc.

3241 E. Bison Trail
Sioux Falls, SD 57108
605-271-5527

Craig Properties
1405 1st Ave N
Fargo, ND 58102

Invoice number 21002
Date 05/17/2021

Project **19120 - Craig Properties Downtown Dev
Sur - The Lofts**

For Professional Services Through 04/10/2021

19120.03 - Parking Easement Exhibit

Professional Fees

Beau M. Koopal

Billed
Amount

250.00

Invoice subtotal

250.00
Taxable Sales

16.25
Invoice total

266.25

*Thank you for your business. For billing inquiries, please contact JenniferH@InfrastructureDG.com.
For billing questions, please contact our office at 605-271-5527.*



Infrastructure Design Group, Inc.
3241 E. Bison Trail
Sioux Falls, SD 57108
605-271-5527

Craig Properties
1405 1st Ave N
Fargo, ND 58102

Invoice number 21002
Date 05/17/2021

Project **19120 - Craig Properties Downtown Dev
Sur - The Lofts**

For Professional Services Through 04/10/2021

19120.03 - Parking Easement Exhibit

Professional Fees

Beau M. Koopal

Billed
Amount

250.00

Invoice subtotal

250.00

Taxable Sales

16.25

Invoice total

266.25

*Thank you for your business. For billing inquiries, please contact JenniferH@InfrastructureDG.com.
For billing questions, please contact our office at 605-271-5527.*

Exhibit 12-B

Draw Request No. 12 Cover Sheet Invoice

**Draw Request Dugan Sales & Service
Invoice No. WO-38477**

Invoice 012

Craig Development, LLC
Box 426, Fargo, ND 58107

6/30/2021 To: Parkside Place, LLC

Quantity	Description	Unit Price	Total
1	Diamond Vogel	\$	4,754.45
1	Stan Houston	\$	1,024.36
1	Infrastructure	\$	266.25
1	Fabricators Unlimited	\$	3,353.00
1	Dakota Portable Toilets	\$	175.73
1	Baete-Forseth	\$	2,225.00
1	Dugans	\$	66,859.69
1	Hebron	\$	5,096.52
1	Cashway	\$	12,362.10
1	Schumacher	\$	5,000.00
1	Seppanen Contracting	\$	61,125.40
1	Watertight	\$	59,670.00
1	Burghardt Construction	\$	11,888.56
1	Limoges	\$	72,061.20
1	T & J Parking Lot Maint	\$	1,588.19
1	B & W Construction	\$	5,532.30
1	Innovative Wall	\$	154,629.27
1	Geroges Sanitation		
1	Craig Development (reimb)	\$	6,380.95
1	RL Drywall		
1	LL & Sons	\$	35,512.31
1	Lockshop	\$	3,746.53
	Subtotal	\$	513,251.81
	Excise Tax	\$	10,265.04
	Shipping & Handling		
Total Due By 7/10/2021		\$	523,516.85

Thank you for your business!



7 North Broadway
Watertown, SD 57201
Phone # (605) 886-4060

INVOICE

Date

Invoice #

6/19/2021

WO-38477

Bill To

Craig Development
1405 1st Ave N
Fargo, ND 58102

P.O. Number

Terms

Customer Phone

Rep

#1404 lofts wtn

(605) 222-3622

SM

Qty	Item Code	Description	Price Each	Amount
1	NTW4516FW	AMANA - WASHER - TOP LOAD Serial Number: CA0805205	449.00	449.00
1	NED4655EW	AMANA - DRYER - ELECTRIC Serial Number: MA2254866	449.00	449.00
1	Delivery Fee	Delivery Fee	50.00	50.00
1	Parts	cord and hoses	35.00	35.00

Subtotal

\$983.00

A finance charge of 1.5% per month (APR of 18%) will be added to all accounts over 30 days. All claims and returned goods must be accompanied by this invoice.

Sales Tax (6.5%)

\$63.90

Payments/Credits

\$0.00

Customer Total Balance

\$3,961.83

Exhibit 13-A

Draw Request No. 13 Cover Sheet Invoice

**Draw Request Xtreme Fire Protection, LLC
Payment Application No. 1 dated 7/14/2021**

Invoice 013

Craig Development, LLC
Box 426, Fargo, ND 58107

7/31/2021 To: Parkside Place, LLC

Quantity	Description	Unit Price	Total
1	Sign Pro	\$	1,922.10
1	Popham Construction	\$	213.00
1	Diamond Vogel	\$	201.71
1	Circle C	\$	8,571.50
1	Dakota Portable Toilets	\$	175.73
1	Baete-Forseth	\$	560.00
1	Don Johnson Construction	\$	28,440.00
1	Craig Dev (reimb WMU)	\$	2,208.78
1	Cashway	\$	5,065.03
1	Kloos	\$	57,375.01
1	Xtreme Fire	\$	4,609.80
1	Watertight	\$	36,530.00
1	Innovative Wall	\$	52,473.10
1	Limoges		
1	Brians Glass	\$	35,750.00
1	B & W Construction		
1	Justice Fire	\$	1,477.69
1	Geroges Sanitation		
1	Rusco	\$	57,209.30
1	RL Drywall	\$	98,000.00
1	Clausen	\$	4,776.10
1	Lake Area Door	\$	13,122.47
	Subtotal	\$	408,681.32
	Excise Tax	\$	8,173.63
	Shipping & Handling		
	Total Due By 8/10/2021	\$	416,854.95

Thank you for your business!

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO GC: **The Lofts LLC**
1405 1st Ave N
Fargo, ND 58102
FROM CONTRACTOR: **Xtreme Fire Protection**
4102 N Cliff Ave
Sioux Falls, SD 57104
CONTRACT FOR: **Work performed**

PROJECT: **Watertown, SD**

VIA ARCHITECT:

APPLICATION NO: **1**

PERIOD TO: **07/31/21**

PROJECT NOS:

CONTRACT DATE:

Distribution to:

☐ OWNER

☐ ARCHITECT

☒ CONTRACTOR

☐

☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.


1. ORIGINAL CONTRACT SUM	\$	3,600.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	3,600.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	3,600.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	3,600.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	3,600.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

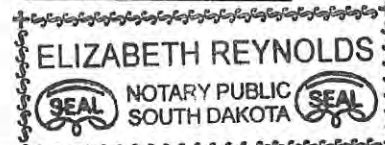
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **XTREME FIRE PROTECTION, LLC**
Fill out entirely w/Name, Date and Notary

By:  Date: **7/14/2021**

State of: South Dakota County of: Minnehaha
Subscribed and sworn to before me 7/14/2021
Notary Public:
My Commission expires: 9/19/2025 



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Exhibit 13-B

Draw Request No. 13 Cover Sheet Invoice

**Draw Request Clausen Construction, Inc.
Invoice No. 631**

**Original Clausen Construction, Inc.
Invoice No. 631**

Invoice 013

Craig Development, LLC
Box 426, Fargo, ND 58107

7/31/2021 To: Parkside Place, LLC

Quantity	Description	Unit Price	Total
1	Sign Pro	\$	1,922.10
1	Popham Construction	\$	213.00
1	Diamond Vogel	\$	201.71
1	Circle C	\$	8,571.50
1	Dakota Portable Toilets	\$	175.73
1	Baete-Forseth	\$	560.00
1	Don Johnson Construction	\$	28,440.00
1	Craig Dev (reimb WMU)	\$	2,208.78
1	Cashway	\$	5,065.03
1	Kloos	\$	57,375.01
1	Xtreme Fire	\$	4,609.80
1	Watertight	\$	36,530.00
1	Innovative Wall	\$	52,473.10
1	Limoges		
1	Brians Glass	\$	35,750.00
1	B & W Construction		
1	Justice Fire	\$	1,477.69
1	Geroges Sanitation		
1	Rusco	\$	57,209.30
1	RL Drywall	\$	98,000.00
1	Clausen	\$	4,776.10
1	Lake Area Door	\$	13,122.47
	Subtotal	\$	408,681.32
	Excise Tax	\$	8,173.63
	Shipping & Handling		
	Total Due By 8/10/2021	\$	416,854.95

Thank you for your business!

Clausen Construction Incorporated
412 20th Ave NW
Watertown, SD 57201 US
clausenconstructioninc@gmail.com

Invoice 631



BILL TO
Jesse Craig

DATE
07/05/2021

PLEASE PAY
\$4,776.10

DUE DATE
08/04/2021

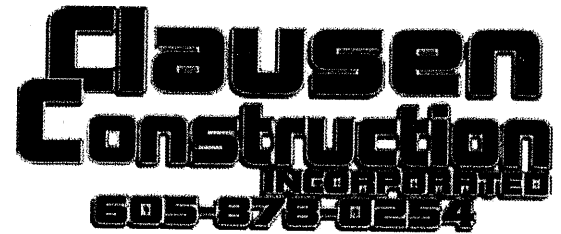
DATE	DESCRIPTION	QTY	RATE	AMOUNT
06/08/2021	Generation - Level off lower level			
06/08/2021	skidsteer hours	10	100.00	1,000.00T
06/08/2021	skidsteer hours	10	100.00	1,000.00T
06/08/2021	truck hours	6	125.00	750.00T
06/08/2021	2 men hours	17	65.00	1,105.00T
06/08/2021	crushed gravel tons	27.82	13.50	375.57T
06/11/2021	skidsteer hours	4.50	100.00	450.00T
SUBTOTAL				4,680.57
TAX				95.53
TOTAL				4,776.10

TOTAL DUE **\$4,776.10**

THANK YOU.

Clausen Construction Incorporated
45852 169th St
Watertown, SD 57201 US
clausenconstructioninc@gmail.com

Invoice 631



BILL TO
Jesse Craig

DATE
07/05/2021

PLEASE PAY
\$0.00

DUE DATE
08/04/2021

DESCRIPTION	QTY	RATE	AMOUNT
Generation - Level off lower level			
skidsteer hours	10	100.00	1,000.00T
skidsteer hours	10	100.00	1,000.00T
truck hours	6	125.00	750.00T
2 men hours	17	65.00	1,105.00T
crushed gravel tons	27.82	13.50	375.57T
skidsteer hours	4.50	100.00	450.00T
SUBTOTAL			4,680.57
TAX			95.53
TOTAL			4,776.10
PAYMENT			4,776.10

TOTAL DUE **\$0.00**

THANK YOU.